

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

STEVE TEIXEIRA,

Plaintiff,

v.

MOZILLA CORPORATION a.k.a. M.F.
Technologies, a California corporation;
MOZILLA FOUNDATION, a California
public benefit corporation; LAURA
CHAMBERS and her marital community;
WINIFRED MITCHELL BAKER and her
marital community, and DANI CHEHAK and
her marital community,

Defendants.

Case No.: 2:24-CV-01032-RAJ

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to

1 confidential treatment under the applicable legal principles, and it does not presumptively entitle
2 parties to file confidential information under seal.

3
4 2. “CONFIDENTIAL” MATERIAL

5 “Confidential” material shall include the following documents and tangible things
6 produced or otherwise exchanged: ~~[The parties must include a list of specific documents such as~~
7 ~~“company’s customer list” or “plaintiff’s medical records;” do not list broad categories of~~
8 ~~documents such as “sensitive business material”]~~ Company product plans and strategy
9 maintained as confidential, third party product plans maintained as confidential, reports and
10 audits prepared by outside counsel and Company consultants maintained as confidential, certain
11 employment strategy documents, including those surrounding any Company wide reduction in
12 force, information that reveals trade secrets, information prohibited from disclosure by statute or
13 contractual agreement, research, development, technical, commercial, financial, or corporate
14 information that the party has maintained as confidential, income tax returns and forms,
15 personnel or employment records of a person who is not a party to the case, policy briefings and
16 analysis maintained as confidential, plaintiff’s medical records, and plaintiff’s personal financial
17 information.

18
19
20 3. SCOPE

21 The protections conferred by this agreement cover not only confidential material (as
22 defined above), but also (1) any information copied or extracted from confidential material; (2)
23 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
24 conversations, or presentations by parties or their counsel that might reveal confidential material.

1 However, the protections conferred by this agreement do not cover information that is in
2 the public domain or becomes part of the public domain through trial or otherwise, assuming
3 such disclosure was not in breach of this Protective Order.

4
5 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

6 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
7 or produced by another party or by a non-party in connection with this case only for prosecuting,
8 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
9 categories of persons and under the conditions described in this agreement. Confidential material
10 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
11 that access is limited to the persons authorized under this agreement.

12 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
13 by the court or permitted in writing by the designating party, a receiving party may disclose any
14 confidential material only to:

15 (a) the receiving party’s counsel of record in this action, as well as employees
16 of counsel to whom it is reasonably necessary to disclose the information for this litigation,
17 including paralegals and assistants;

18 (b) the officers, directors, and employees (including in house counsel) of the
19 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
20 agree that a particular document or material produced is for Attorney’s Eyes Only and is so
21 designated;

22 (c) experts and consultants to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court, court personnel, and court reporters and their staff;

25 (e) copy or imaging services retained by counsel to assist in the duplication of
26 confidential material, provided that counsel for the party retaining the copy or imaging service

1 instructs the service not to disclose any confidential material to third parties and to immediately
2 return all originals and copies of any confidential material;

3 (f) during their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
5 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
6 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
7 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
8 under this agreement;

9 (g) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information.

11 4.3 Filing Confidential Material. Before filing confidential material or discussing or
12 referencing such material in court filings, the filing party shall confer with the designating party,
13 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
14 remove the confidential designation, whether the document can be redacted, or whether a motion
15 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
16 designating party must identify the basis for sealing the specific confidential information at issue,
17 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
18 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
19 the standards that will be applied when a party seeks permission from the court to file material
20 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
21 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
22 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
23 the strong presumption of public access to the Court’s files.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
26 or non-party that designates information or items for protection under this agreement must take

1 care to limit any such designation to specific material that qualifies under the appropriate
2 standards. The designating party must designate for protection only those parts of material,
3 documents, items, or oral or written communications that qualify, so that other portions of the
4 material, documents, items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this agreement.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
7 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
8 unnecessarily encumber or delay the case development process or to impose unnecessary
9 expenses and burdens on other parties) expose the designating party to sanctions.

10 If it comes to a designating party's attention that information or items that it designated
11 for protection do not qualify for protection, the designating party must promptly notify all other
12 parties that it is withdrawing the mistaken designation.

13
14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or
16 ordered, disclosure or discovery material that qualifies for protection under this agreement must
17 be clearly so designated before or when the material is disclosed or produced.

18 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
19 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
20 the designating party must affix the word "CONFIDENTIAL" to each page that contains
21 confidential material. If only a portion or portions of the material on a page qualifies for protection,
22 the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
23 markings in the margins).

24 (b) Testimony given in deposition or in other pretrial proceedings: the parties
25 and any participating non-parties must identify on the record, during the deposition or other pretrial
26 proceeding, all protected testimony, without prejudice to their right to so designate other testimony

1 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
2 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
3 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information
4 at trial, the issue should be addressed during the pre-trial conference.

5 (c) Other tangible items: the producing party must affix in a prominent place
6 on the exterior of the container or containers in which the information or item is stored the word
7 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
8 the producing party, to the extent practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the designating party’s
11 right to secure protection under this agreement for such material. Upon timely correction of a
12 designation, the receiving party must make reasonable efforts to ensure that the material is treated
13 in accordance with the provisions of this agreement.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
16 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
18 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
19 challenge a confidentiality designation by electing not to mount a challenge promptly after the
20 original designation is disclosed.

21 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
22 regarding confidential designations without court involvement. Any motion regarding confidential
23 designations or for a protective order must include a certification, in the motion or in a declaration
24 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
25 affected parties in an effort to resolve the dispute without court action. The certification must list
26 the date, manner, and participants to the conference. A good faith effort to confer requires a face-

1 to-face meeting or a telephone conference.

2 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
3 intervention, the designating party may file and serve a motion to retain confidentiality under Local
4 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
5 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
6 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
7 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
8 the material in question as confidential until the court rules on the challenge.

9 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
10 LITIGATION

11 If a party is served with a subpoena or a court order issued in other litigation that compels
12 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
13 party must:
14

15 (a) promptly notify the designating party in writing and include a copy of the
16 subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena or order is
19 subject to this agreement. Such notification shall include a copy of this agreement; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued by
21 the designating party whose confidential material may be affected.

22 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
24 material to any person or in any circumstance not authorized under this agreement, the receiving
25 party must immediately (a) notify in writing the designating party of the unauthorized
26 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,

1 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
2 this agreement, and (d) request that such person or persons execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.
4

5 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
6 MATERIAL

7 When a producing party gives notice to receiving parties that certain inadvertently
8 produced material is subject to a claim of privilege or other protection, the obligations of the
9 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
10 provision is not intended to modify whatever procedure may be established in an e-discovery
11 order or agreement that provides for production without prior privilege review. The parties agree
12 to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.
13

14 10. NON TERMINATION AND RETURN OF DOCUMENTS

15 Within 60 days after the termination of this action, including all appeals, each receiving
16 party must return all confidential material to the producing party, including all copies, extracts
17 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
18 destruction.

19 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
20 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
22 work product, even if such materials contain confidential material.
23

24 The confidentiality obligations imposed by this agreement shall remain in effect until a
25 designating party agrees otherwise in writing or a court orders otherwise.
26

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: _____

DATED: _____

STOKES LAWRENCE, P.S.

SEBRIS BUSTO JAMES

By: _____

By: _____

Amy Alexander (WSBA # 44242)
Mathew Harrington (WSBA # 33276)
Maricarmen Perez-Vargas (WSBA #
54344)
1420 Fifth Avenue, Ste 3000
Seattle, WA 98101
Tele: 206-626-6000
Fax: 206-464-1496
Amy.alexander@stokeslaw.com
Mathew.harrington@stokeslaw.com
Maricarmen.perez-vargas@stokeslaw.com

Darren A. Feider (WSBA # 22430)
Amanda V. Masters (WSBA No. 46342)
15375 SE 30th Pl., STE 310
Bellevue, Washington 98007
Tele: 425-454-4233
Fax: 425-453-9005
dfeider@sbj.law
amasters@sbj.law

*Attorneys for Defendant Mozilla
Foundation*

Attorneys For Plaintiff

DATED: _____

DLA PIPER LLP (US)

By: _____

Anthony Todaro (WSBA # 30391)
Alexandria Cates (WSBA # 53786)
701 5th Ave, Ste 6900
Seattle, WA 98104
Tele: 206-839-4800
Fax: 206-839-4801
Anthony.todaro@us.dlapiper.com
Alexandria.cates@us.dlapiper.com

*Attorneys for Defendants Mozilla Corp,
Laura Chambers, Winifred Mitchell
Baker, and Dani Chehak*

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: _____

Richard A. Jones
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington on
_____[date] in the case of Steve Teixeira v. Mozilla Corporation, a.k.a. M.F. Technologies, a
California corporation; Mozilla Foundation, a California public benefit corporation; Laura
Chambers and her marital community; Winifred Mitchell Baker and her marital community, and
Dani Chehak and her marital community, Cause No. 2:24-cv-01032-RAJ. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____